

EXHIBIT C

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

IN RE)
)
)

AIR CARGO SHIPPING SERVICES)
ANTITRUST LITIGATION)
)
)

MDL No. 1775)
)
)
_____)

Master File 06-MD-1775 (CBA) (VVP)

**AMENDMENT OF FEBRUARY 22, 2007, TO SETTLEMENT AGREEMENT BETWEEN
AIR CARGO PLAINTIFFS AND DEFENDANTS DEUTSCHE LUFTHANSA AG,
LUFTHANSA CARGO AG, AND SWISS INTERNATIONAL AIR LINES LTD.**

This agreement further amends the Settlement Agreement that was reached by Lufthansa and plaintiffs represented by Mr. Hausfeld, dated September 11, 2006, as amended by the letter of October 6, 2006, and by the Amendment of January 4, 2007 (collectively, "the Settlement Agreement"). As executed by Mr. Hausfeld, Ms. Hart, Mr. Kaplan, and Mr. Sedran ("Co-Lead Counsel"), and Mr. Lehmann, Mr. Williams, Mr. Lovell, and Mr. Bruckner ("Indirect Purchaser Counsel"), and Lufthansa, this amended agreement embodies a complete settlement by Lufthansa with the Plaintiffs and proposed class represented by the four Co-Lead Counsel appointed by the Magistrate Judge and Indirect Purchaser Counsel. Based upon their own investigation of the factual and legal basis and following arm's-length negotiations with counsel for Lufthansa, Co-Lead Counsel and Indirect Purchaser Counsel have concluded that the Settlement Agreement, as amended herein, is in the best interest of the proposed plaintiff class. Co-Lead Counsel and Indirect Purchaser Counsel therefore and hereby adopt and ratify the Settlement Agreement, as amended herein, on behalf of their clients and the proposed class. Lufthansa hereby ratifies the agreement as amended herein, through undersigned counsel.

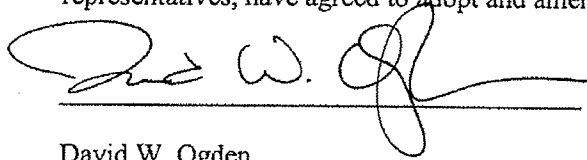
1. Paragraph 8 of the Settlement Agreement is hereby struck and replaced with the following:

"Class Representatives" or "Plaintiffs" means Niagara Frontier Distribution, Inc., RIM Logistics Ltd., FTS International Express, Inc., Fleurchem, Inc., Sangean American, Inc., Alluvion, Inc., Maria's Collections, Inc., and Printing Technologies, Inc. and all other plaintiffs designated by the Court as class representatives, individually and on behalf of the Settlement Class.

2. Paragraph 24 of the Settlement Agreement is hereby struck and replaced with the following:

"Settlement Class Counsel" shall refer to the law firms of Cohen, Milstein, Hausfeld & Toll, P.L.L.C., 1100 New York Avenue N.W., Washington D.C. 20005; Kaplan Fox & Kilsheimer LLP, 805 Third Avenue, New York, NY 10022; Labaton Sucharow & Rudoff LLP, 100 Park Avenue, New York, NY 10017; Levin, Fishbein, Sedran & Berman, 510 Walnut Street, Philadelphia, PA 19106; Furth Lehmann & Grant LLP, 225 Bush Street, 15th Floor, San Francisco, CA 94104; Cotchett, Pitre & McCarthy, 840 Malcolm Road, Suite 200, Burlingame, CA 94010; Lovell Stewart Halebian LLP, 500 Fifth Avenue, Suite 58, New York, NY 10110; and Lockridge, Grindal Nauen P.L.L.P., 100 Washington Avenue South, Minneapolis, MN 55401. In acting under this Settlement Agreement, Settlement Class Counsel shall act in unison, and in no event shall Lufthansa or its counsel be required to duplicate any efforts, including the provision of cooperation, by virtue of the fact that Settlement Class Counsel is comprised of more than one law firm.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have agreed to adopt and amend the Settlement Agreement as described above.



David W. Ogden
Wilmer Cutler Pickering
Hale and Dorr LLP
1875 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
*Counsel for Lufthansa AG,
Lufthansa Cargo AG,
and Swiss International Air Lines Ltd.*

Date: February 26, 2007

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Cohen, Milstein, Hausfeld & Toll, P.L.L.C.
1100 New York Avenue, N.W.
Washington, D.C. 20005
Counsel for Plaintiffs and Co-Lead Counsel

Date: _____

Barbara Hart
Labaton Sucharow & Rudoff LLP
100 Park Avenue
New York, NY 10017
Counsel for Plaintiffs and Co-Lead Counsel

Date: _____

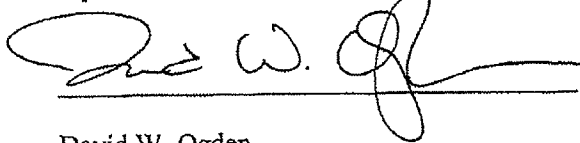
Robert Kaplan
Kaplan Fox & Kilsheimer LLP
805 Third Avenue
New York, NY 10022
Counsel for Plaintiffs and Co-Lead Counsel

Date: _____

2. Paragraph 24 of the Settlement Agreement is hereby struck and replaced with the following:

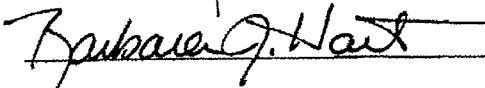
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Date: February 26, 2007



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Counsel for Plaintiffs and Co-Lead Counsel

Date: February 28, 2007

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Counsel for Plaintiffs and Co-Lead Counsel

Date: _____

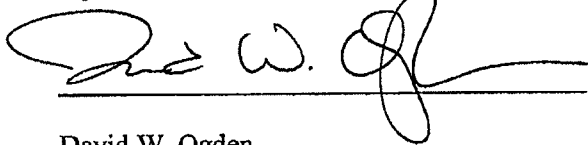
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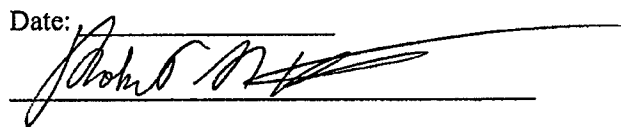
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*Counsel for Lufthansa AG,
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Date: February 26, 2007

Barbara Hart
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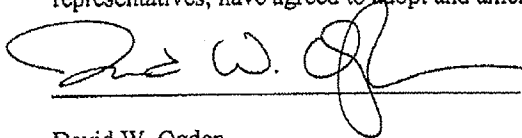
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New York, NY 10022
Counsel for Plaintiffs and Co-Lead Counsel

Date: 3/6/07

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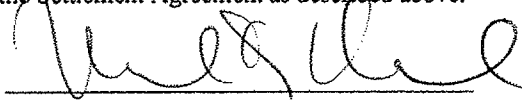
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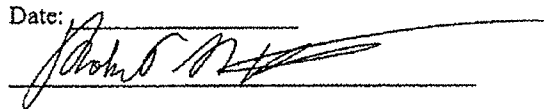


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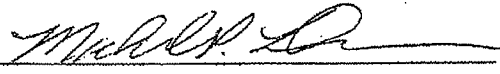
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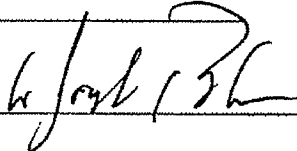
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